

# TEXAS PARKS AND WILDLIFE

Texas Parks and Wildlife Department  
Purchasing and Contracting C-1  
4200 Smith School Road  
Austin, Texas 78744

## INVITATION FOR BID

### GRAZING LEASE Matador Wildlife Management Area; located in Cottle County, Texas

**IFB No. 802-21-5261**

NIGP Class/Items: 971-35

|                                         |                                   |
|-----------------------------------------|-----------------------------------|
| IFB Issued:                             | April 12, 2021                    |
| Mandatory Site Visit:                   | April 12-May 4, 2021              |
| Deadline for Submission of Questions:   | May 4, 2021                       |
| <b>Deadline for Submission of Bids:</b> | <b>May 19, 2021 at 2:00 PM CT</b> |

**ATTENTION:** It is the responsibility of interested parties to periodically check the Electronic State Business Daily website <http://www.txsmartbuy.com/esbd> for updates to this bid prior to submitting a bid. The Respondent's failure to check this website will in no way release the selected lessee from "addenda or additional information" resulting in additional cost to meet the IFB requirements.

# TABLE OF CONTENTS

|                                                                        |           |
|------------------------------------------------------------------------|-----------|
| <b>SECTION I - NOTICE TO BIDDERS</b> .....                             | <b>3</b>  |
| 1.    RESPONDENT QUALIFICATIONS.....                                   | 3         |
| 2.    GRAZING LEASE TERM .....                                         | 3         |
| <b>SECTION II - INSTRUCTIONS TO BIDDERS</b> .....                      | <b>4</b>  |
| 1.    SCHEDULE OF EVENTS .....                                         | 4         |
| 2.    MANDATORY PRE-BID SITE VISIT .....                               | 4         |
| 3.    INQUIRIES.....                                                   | 4         |
| 4.    BID RESPONSE CONTENT.....                                        | 4         |
| 5.    BID DUE DATE / DEADLINE.....                                     | 5         |
| 6.    NUMBER OF COPIES OF IFB.....                                     | 5         |
| 7.    BID SUBMITTAL.....                                               | 6         |
| 8.    DELIVERY OF BIDS .....                                           | 6         |
| 9.    CONTRACT AWARD.....                                              | 6         |
| <b>SECTION III - BID PROPOSAL</b> .....                                | <b>7</b>  |
| <b>SECTION IV - GRAZING LEASE</b> .....                                | <b>8</b>  |
| 1.    INTRODUCTION .....                                               | 8         |
| 2.    TERM OF LEASE .....                                              | 8         |
| 3.    GRAZING OPERATIONS .....                                         | 8         |
| 4.    REPAIRS AND MAINTENANCE.....                                     | 11        |
| 5.    ACCESS TO THE LEASED AREA.....                                   | 12        |
| 6.    CARE OF STATE PROPERTY .....                                     | 13        |
| 7.    PAYMENTS TO LESSOR.....                                          | 13        |
| 8.    TERMINATION .....                                                | 14        |
| 9.    INDEMNIFICATION .....                                            | 14        |
| 10.   GENERAL PROVISIONS.....                                          | 15        |
| <b>ATTACHMENT A - TENTATIVE GRAZING SCHEDULE FOR MATADOR WMA</b> ..... | <b>18</b> |
| <b>ATTACHMENT B – MATADOR WMA MAPS</b> .....                           | <b>19</b> |

## **SECTION I - NOTICE TO BIDDERS**

### **Grazing Lease at Matador Wildlife Management Area; located in Cottle County, Texas**

Notice is hereby given that Texas Parks and Wildlife Department (TPWD) is accepting bids for a livestock-grazing lease on the Matador Wildlife Management Area (WMA); Cottle County, Texas.

The Matador Wildlife Management Area ("Area") consists of approximately 27,720 acres (Attachment B). Matador WMA is located in the high plains of the Panhandle in north Texas about ten (10) miles west-southwest of Sundown, Texas. It is under the administration of Texas Parks and Wildlife Department.

Acreage to be included in the lease will be approximately 27,720 acres (Attachment B).

#### **1. RESPONDENT QUALIFICATIONS**

Respondent shall be experienced as stockman and range resource manager, and that such experience includes personal supervision of all ranching operations, including grazing management. Past experience, knowledge of native plant communities, and an appreciation of resource stewardship will be contributing factors in evaluating the bid and making the award. Other evidence of particular experience may be required. *Lessee or his representative who will be attending to daily lease operations must reside within a sixty (60) mile radius of the Matador WMA.*

#### **2. GRAZING LEASE TERM**

The initial lease will begin October 1, 2021, or upon date of award whichever is later, and end August 31, 2022. The lease may be renewed for up to nine (9) consecutive additional one (1) year terms.

**Bids are due on or before May 19, 2021, 2:00 p.m. CT, and must be sent to:**

Texas Parks and Wildlife Department  
Attn: Vanessa Contreras, Purchasing and Contracting Section - C1  
4200 Smith School Road  
Austin, TX 78744

## SECTION II - INSTRUCTIONS TO BIDDERS

### 1. SCHEDULE OF EVENTS

TPWD reserves the right to change the dates shown below upon notification. All times refer to Central Standard Time.

| EVENT                                | DATE                 |
|--------------------------------------|----------------------|
| IFB Issued                           | April 12, 2021       |
| Mandatory Site Visit                 | April 12-May 4, 2021 |
| Deadline for Submission of Questions | May 4, 2021          |
| Deadline for Submission of Bids      | May 19, 2021         |

### 2. MANDATORY SITE VISIT

- 2.1. Bidders are required to conduct a site visit prior to submitting a bid. The expected duration time is two to three hours, allowing time for bidders to drive the WMA to view property, inspect fences, water wells, etc.
- 2.2. Schedule Attendance: Bidders shall contact Chip Ruthven, Project Leader, at (806) 492-3405 to schedule attendance, obtain meeting location and driving directions. Bidders are encouraged to provide several days advance notice to schedule attendance.
- 2.3. Bidders will be held to have studied the terms, conditions, and specifications contained in the solicitation, and to have inspected the Matador Wildlife Management Area, and to have satisfied him/herself regarding the contract to be awarded. Attendees will be required to sign-in to document attendance.

### 3. INQUIRIES

- 3.1. Point of Contact: All inquiries should be submitted in writing to Vanessa Contreras via email at [vanessa.contreras@tpwd.texas.gov](mailto:vanessa.contreras@tpwd.texas.gov).
- 3.2. Deadline for Submission of Questions: The deadline for submission of questions is **May 4, 2021**.
- 3.3. Answers to Questions: Inquiries will result in written responses. A list of questions received with official answers will be posted on the ESBD website at <http://www.txsmartbuy.com/esbd> . TPWD reserves the right to amend answers prior to the bid submission deadline. If respondents do not have Internet access, copies may be obtained through the point of contact listed in Paragraph 3.1 above.

***Attention:*** It is the responsibility of interested parties to periodically check the ESBD website for updates to this solicitation prior to submitting a bid. Respondent's failure to check the ESBD website will in no way release the selected lessee from "addenda or additional information" resulting in additional costs to meet the IFB requirements.

### 4. BID RESPONSE CONTENT

Below is a summary of required bid response content. Bids submitted without this information will be evaluated accordingly. TPWD reserves the right, in its sole judgment/discretion, to waive minor technicalities and errors in the best interest of the state.

- 4.1. **BID PROPOSAL:** *Bidder must complete and submit Page 7, Section III – Bid Proposal*, including:  
(a) Price bid per Animal Unit Month, (b) Amount of enclosed check/money order submitted as deposit, (c) Bidder name, address, and contact information, and (d) Bidder signature.
- 4.2. **GRAZING LEASE:** *Bidder to complete and submit “Lessee Name” in the blank on Page 8, Section IV - Grazing Lease.*
- 4.3. **DEPOSIT AMOUNT:** *Bidder to complete and submit the “Lessee Deposit Amount” in the blank on Page 14, Section IV – Grazing Lease.*
- 4.4. **LESSEE NOTIFICATION INFORMATION:** *Bidder to complete and submit “Lessee Information” in the blanks on Page 15, Section IV, Subsection 10 - Notice Information.*
- 4.5. **LEASE DEPOSIT:**
  - 4.5.1. *Each bid must be accompanied by a Certified Check, Bank Money Order, or Cashier's Check made payable to “TPWD / Matador WMA Grazing” in the amount of not less than 10 percent (10%) of the total eleven (11) grazing months bid, as a guarantee that, if awarded the contract, the bidder will promptly enter into a lease contract and carry out its terms.*

**Attention:** Bidders are highly encouraged to double check their calculations of the deposit amount. Any error may be grounds for disqualification of bid response.
  - 4.5.2. Checks will be returned to unsuccessful bidders when the award is made. Upon award, the check from the successful bidder will be deposited into a designated State account and held as a lease deposit to be refunded at the end of the lease. Deposit refund is contingent upon property/facilities being left in good condition. If repairs are necessary, the deposit will be held until such time as repairs are made by the Lessee.
- 4.6. **BIDDER QUALIFICATIONS:** *Bid to include evidence to support bidder’s qualifications*, including: experienced as stockman and range resource manager, and that such experience includes personal supervision of all ranching operations, including grazing management. Past experience, knowledge of native plant communities, and an appreciation of resource stewardship will be contributing factors in evaluating the bid and making the award. Other evidence of particular experience may be required. *Lessee or his representative who will be attending to daily lease operations must reside within a sixty (60) mile radius of the Matador WMA.*

## 5. BID DUE DATE / DEADLINE

To be considered, bids must be received **NO LATER THAN 2:00 PM CT on May 19, 2021**, in the office of Texas Parks and Wildlife Department, Purchasing & Contracting C1, 4200 Smith School Road, Austin, Texas 78744.

## 6. NUMBER OF COPIES OF IFB

Bids shall be submitted in one (1) original on the form provided or copy thereof and must be manually signed in the space indicated.

## 7. BID SUBMITTAL

Bids should be placed in a sealed envelope/package and correctly identified on the OUTSIDE FACE OF THE ENVELOPE with the following information: (a) Bid Opening Date, (b) IFB 802-21-5261, and (c) name and address of the bidder. It is the Respondent's responsibility to appropriately mark and deliver the IFB to TPWD by the specified date.

## 8. DELIVERY OF BIDS

8.1. Bids shall be submitted to TPWD by one of the following methods.

| U.S. Postal Service                                                                                        | Overnight/Express Mail                                                                                                       | Email Submission                                                                       |
|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Texas Parks & Wildlife Dept.<br>Purchasing & Contracting C-1<br>4200 Smith School Road<br>Austin, TX 78744 | TPWD – Mail Room<br>Purchasing & Contracting C-1<br>4200 Smith School Road<br>Austin, TX 78744<br>Hours – 8:00 AM to 5:00 PM | <a href="mailto:Purchasing.BidBox@tpwd.texas.gov">Purchasing.BidBox@tpwd.texas.gov</a> |
| <b>Responses must be date stamped in Purchasing &amp; Contracting prior to the due date and time.</b>      |                                                                                                                              |                                                                                        |

8.2. Oral, telephone, telegraph, or faxed bids will NOT be considered.

## 9. CONTRACT AWARD

- 9.1. Contract award will be made to the qualified bidder submitting the highest price per animal unit month (AUM).
- 9.2. TPWD reserves the right to reject any or all bids and waive any or all formalities in connection therewith.
- 9.3. TPWD reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the IFB.

## 10. HUB SUBCONTRACTING PLAN

It has been determined by the TPWD that subcontracting opportunities are NOT probable in the scope of the work described in this IFB. As such a HUB Subcontracting Plan is not required.

**SECTION III - BID PROPOSAL**

The undersigned offers and agrees to lease for grazing purposes portions of the Matador Wildlife Management Area located in Cottle County, Texas, as cited in the attached lease terms and conditions and specifications, for a term to begin October 1, 2021, or upon date of award whichever is later, and end August 31, 2022, for the sum of:

\$\_\_\_\_\_ per Animal Unit Month (AUM) payable as set out in the terms and conditions and specifications of this lease contract, resulting in a Total Bid of \$\_\_\_\_\_. Total bid shall be computed by multiplying the bid price per AUM times 484 (minimum AUM) times 11 grazing months for the initial contract term.

Enclosed please find a Certified or Cashier's Check or Bank Money Order in the amount of: \_\_\_\_\_ Dollars \$\_\_\_\_\_ which is 10% of the total bid. The check or money order is payable to "TPWD / Matador WMA Grazing". The check is to be retained by Texas Parks and Wildlife Department (TPWD) until the contract is awarded. In the event I am the successful bidder, it will be deposited by TPWD into a designated State account and held as a lease deposit to be refunded at the end of the lease. Deposit refund is contingent upon property/facilities being left in good condition. If repairs are necessary, the deposit will be held until such time as repairs are made by the Lessee.

The undersigned certifies that he has visited the grazing area, reviewed the conditions of the fences, watering facilities, roads, and other factors pertaining to grazing of livestock on the area. The undersigned further certifies that he has read and fully understands and agrees to all the terms and conditions pertaining to this grazing lease. The undersigned also agrees that his bid shall be available for acceptance for 60 calendar days from the date set herein for receipt of bids and a written notice of his bid mailed or otherwise furnished to him within the time for acceptance shall result in a binding lease agreement without further action by either party.

|                          |                             |       |
|--------------------------|-----------------------------|-------|
| Firm or Company Name     | Bidder's Signature          | Date  |
| Address                  | Type or Print Signer's Name |       |
| City, State and Zip Code | Telephone                   | Email |

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any other person engaged in such line of business."

**CONTRACT AWARD**

By Lessor's signature below, a binding contract exists between the State of Texas and Bidder. The contract shall consist of the above Bid and all of the Terms and Conditions contained in the Invitation for Bid.

|                                                                              |                                                                                                               |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| The above bid is accepted as follows:<br><br>_____<br><br>_____<br><br>_____ | Contract No. _____<br>Date of Award: _____<br>LESSOR: <u>Texas Parks and Wildlife Department</u><br>BY: _____ |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|

**SECTION IV - GRAZING LEASE**  
**MATADOR WILDLIFE MANAGEMENT AREA**

This Grazing Lease (“Lease”) is entered into by and between Texas Parks and Wildlife Department (“Lessor”), an agency of the State of Texas, and \_\_\_\_\_ (“Lessee”), collectively referred to herein as the Parties.

**1. INTRODUCTION**

WHEREAS, Lessor is the owner of the Matador Wildlife Management Area, located in Cottle County, Texas; and

WHEREAS, the Area is a research and demonstration area where livestock grazing is used in different grazing schemes as a tool to manipulate the habitat favorably for wildlife, to enhance and promote plant diversity, to serve as a demonstration for ranchers in conjunction with wildlife resources, and to provide revenue to Lessor; and

WHEREAS, Lessee submitted a complete bid package and deposit in response to Invitation for Bid No. 802-21-5261 for this Lease, which bid package is attached hereto as Exhibit A, and incorporated herein for all purposes; and

WHEREAS, Lessor has determined that Lessee has submitted the highest qualified bid and/or that Lessee’s bid provides the best value to Lessor.

NOW THEREFORE, for and in consideration of the premises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, and pursuant to the authority provided by Texas Parks and Wildlife Code, §12.008, by execution of this Lease, the Parties hereby agree that Lessor has leased and let, and hereby leases and lets to Lessee for cattle grazing purposes, subject to the terms and conditions contained herein, designated portions of the Matador Wildlife Management Area (“Area”), located in Cottle County, Texas, containing 27,720 acres, more or less, which Area is more particularly described on the maps attached hereto as *Attachment B*, and incorporated herein for all purposes.

**2. TERM OF LEASE**

2.1. Term of Lease: The initial term of this Lease shall begin on October 1, 2021, or date of the execution of this Lease, whichever is later and continue through August 31, 2022. Actual grazing periods for subsequent years will be from September 1<sup>st</sup> through August 31<sup>st</sup> of each year.

2.2. Renewal Option: The Lease may be renewed for up to nine (9) consecutive additional one (1) year terms, provided both parties agree in writing prior to contract expiration date. Any extensions shall be in accordance with the original terms and conditions plus any approved changes.

2.3. Additional Pasture Availability: In the event additional pastures not specifically covered by this lease agreement are made available for grazing, the Lessor retains the right to award this additional acreage to the Lessee, by mutual written agreement, at the same rate for the same time period as previously bid or seek additional bids and award a separate contract.

**3. GRAZING OPERATIONS**



- 3.1. Animal Units: One (1) Animal Unit (AU) is considered to be a mature cow (1,000 lb.) or the equivalent based upon an average daily forage consumption of 26 lbs. of dry matter. Cows with a nursing calf and heifers weighing more than 500 lbs. count as one (1) AU. Bulls and steers count as one and one quarter (1 ¼) AU. Stocker class animals and cows averaging 1200 pounds or over will count as one-tenth (0.1) AU per 100 pounds of body weight averaged over the grazing period as determined by the Area Manager.
- 3.2. Animal Unit Month: An Animal Unit Month (AUM) is one AU on the Area for all or a portion of one month.
- 3.3. Stocking Rate: The Area Manager shall establish the basic stocking rate, in AU, for each grazing period. The minimum stocking rate is four hundred eighty-four (484) AU. Note: Projected stocking rate for first year is six hundred two (602) AU. This rate may be changed at the option of the Area Manager to include additional AU's if range improvement permits, or to fulfill research and management needs. The rate may be decreased at the option of the Area Manager up to total removal of all livestock in the event of drought, forage depletion, or changes in range conditions, research, and management needs.
- 3.4. Stocking Rate Changes: Stocking rate changes will normally be made at the beginning of the grazing period of each year, with the Lessor giving the Lessee thirty (30) days written notice of any mandatory increase or decrease in stocking rates. The Area Manager shall also provide a copy of any notification of change in stocking rates to the TPWD Purchasing Department.
- 3.5. Grazing Pressure: Grazing pressure shall be constant from month to month with regard to the number of AU's applied to each pasture.
- 3.6. Herd Make-Up Adjustments: Any herd make-up adjustments requested by the Lessee requiring or resulting in a temporary deviation from the basic stocking rate must be submitted to and approved by the Area Manager in writing.
- 3.7. Number of Herds: Livestock shall be run in three (3) primary herds, unless directed otherwise in writing by the Area Manager or designee.
- 3.8. Inventory of Cattle: Lessee shall complete an annual inventory of cattle each year and present the results to the Area Manager for review on or before September 1 of each year. A monthly accounting of animal units shall be recorded by Lessee and be available by the 5th day of each month if requested by the Area Manager. Animals removed, added, and total number of animals shall be provided on a monthly basis. All inventory reports will include identifying markings (ear tag number and color, etc.) of each individual animal.
- 3.9. Working/Confining Livestock. Lessee will notify Area Manager prior to working livestock or confining livestock for spraying, inspection, etc.
- 3.10. Grazing and Distribution of Cattle: The Lessor desires the benefits from a rotational grazing program. The Lessee will work with Lessor to safeguard against overgrazing or under grazing pastures and/or sites. The Lessor reserves the right to restrict the number of animals on any individual pasture as well as the duration of the grazing period. Grazing periods for each pasture may change annually and will depend upon rainfall, growth rate, diversity of plants, size of pastures, water availability, the specific objectives established for various habitats and vegetative types, and management and research objectives of the Area.
- 3.11. Livestock Rotation: Livestock rotation will be completed within three (3) days following verbal or written notice from the Lessor.

- 3.12. Calving Period: The desired calving period will be December 1 – March 1. As such, bulls will be placed with cows, at a ratio of 1 bull per 18 cows, during the period of March 1 – May 31. Outside of the breeding period bulls will be rotated between Bull, Mouth of the River, and Horse Pastures (Attachments A and B). If any bulls remain with the cows beyond the desired breeding season, all cows must be palpated at the time the current year's calf crop is removed from the area. All short-bred cows must be removed and replaced with cows that will calve during the desired calving period. Should the Lessee desire a different calving season, they shall notify the Area Manager in writing and it shall be at the discretion of the Area Manager to change the breeding dates; however, the 3-month limit will apply.
- 3.13. Identification of Cattle: Cattle pastured on the Area covered by this lease contract must be marked so as to be easily identifiable. The Area Manager may require ear tags, branding, or both.
- 3.14. Sale or Removal of Cattle: When any animal is removed from the Area, the Lessee will record the identification number and date of removal and report to the Area Manager in the monthly report. Also, animals found dead will be reported to the Area Manager with a cause of death statement. Replacement animals added to the herd will be reported to the Area Manager with corresponding identification information. The Lessee is solely responsible for the capture, containment and removal of individual animals to be culled or needing additional attention.
- 3.15. Lessee Representative/Response Time: The Lessee or his/her representative must be able to physically respond on site within a one-hour period. Should the successful bidder choose to hire a representative, contact information for this individual must be supplied to the Area Manager. When the Lessee is not present or readily accessible to resolve any issue, the Lessee's representative shall be empowered to make decisions on behalf of the Lessee.
- 3.16. Culling and Replacement: Cattle will be culled and replaced when undesirable conditions are discovered, and when culled, will be replaced by an equal number. All cattle that do not become trained to containment (within the confines of electric or other net and barbed wire fences and cattle guards) will be culled. All livestock targeted for culling through written or verbal notification by the Lessor will be removed by the Lessee. The Lessee is solely responsible for the capture, containment, and removal of individual animals to be culled or needing additional attention.
- 3.17. Removal of Yearly Stock Increase: The yearly increase of livestock, including calves, etc., shall be removed from the area no later than nine (9) months after the beginning of the calving season, which will be August 31st of each year based on the desired calving season.
- 3.18. Straying, Mixing, and Escape of Cattle: All cattle shall be maintained on the assigned pasture(s) at all times. Recovery and return of lost, escaped, strayed, or stolen livestock will be the responsibility of the Lessee. In the event that lost or strayed livestock are believed to be on portions of the Area not covered under this contract, the Lessee must obtain permission from the Area Manager to search for lost animals. Should mixing or escape of cattle occur, the Lessee will be responsible for restoring cattle to their assigned pastures within three (3) days after mixing or escape is discovered, or notification is given. Lessee shall work with neighbors on the removal and return of trespass cattle. Livestock will be checked at least twice weekly by the Lessee or the Lessee's representative.
- 3.19. Supplemental Feeding Required: Salt and minerals must be provided free choice year-round with location stipulated by Area Manager and agreed upon by Lessee. Lessee shall supply all supplementary feed, salt, and minerals, at Lessee's expense. Placement of salt, minerals, and supplements shall be performed by the Lessee to ensure proper stock distribution, to protect areas from spot grazing, and to ensure proper animal impact on the area in accordance with guidelines provided by the Area Manager.
- 3.20. Daily Log: A daily log shall be maintained by the Lessee as to the amount and type of supplement furnished to livestock and provided to the Area Manager upon request.

- 3.21. Animal Health: Lessee will furnish all veterinary services, supplies, medicines, and labor as needed to manage all livestock involved in this Lease, excluding animals owned by the Lessor or Lessor's invitees. In the event of an epidemic, all livestock will be handled as directed by the State agency having jurisdiction.
- 3.22. Temporary Fencing and Structures: Lessee may erect such temporary pens, sheds, storage buildings, fenced traps, and feed troughs as may be necessary to properly handle and manage the cattle assigned to the Area only after obtaining written permission from the Area Manager. The Area Manager must approve the location of all structures. The Area Manager may require disassembly and relocation of these structures at any time during the term of the lease and their removal at the termination of the lease.
- 3.23. Lessee Equipment/Materials: Lessee will not be permitted to store or frequent the Area with any equipment or materials not needed in the management of cattle assigned to the Area.
- 3.24. Permanent Obstructions: Lessee will not be permitted to place permanent obstructions (barriers or gates) in cattle guards.
- 3.25. Dogs: Dogs may be used to work cattle with prior approval from the Area Manager; however, all dogs must be confined when not involved in working cattle.
- 3.26. Cow-Cattle Operation: Lessee will be restricted to placing only cattle on the Area. This is to be a cow-calf cattle operation, and cattle shall be good-quality breeds and/or crosses. Grazing by stocker class animals may be used to accommodate research projects.
- 3.27. Work Schedule: Lessee will be permitted to move and/or work cattle during daylight hours, seven days per week. Lessee shall coordinate with WMA Manager twenty-four (24) hours in advance if work will occur on days the WMA hosts public hunts. The WMA manager reserves the right to delay moving and/or working of cattle if it is anticipated to interfere with public hunts. Public hunt schedules will be provided by the Lessor to the Lessee annually.

#### **4. REPAIRS AND MAINTENANCE**

- 4.1. Lessee Responsibilities: The Lessee shall be responsible for the routine maintenance, repair, replacement, and general upkeep of the leased Area and improvements in support of cattle grazing thereon. This includes but is not limited to fencing, feeding, and watering improvements, and Lessee shall bear all costs incurred in the performance thereof, including but not limited to labor and materials, unless such costs are specifically agreed to in writing by Lessor.
- 4.2. Maintenance and Repair Log: Lessee shall maintain a daily log of all repairs and maintenance accomplished and shall include the log in a monthly report to the Area Manager. The log shall include information relating to the repair or maintenance, including date, location, type of work, materials expended, and cost.
- 4.3. Fencing: The term "fencing" has the meaning of any device on the Area intended to constrain, confine, or turn cattle. Fencing includes, but is not limited to: boundary, perimeter, cross fences of all types of construction, gates, working pens, chutes, corrals, water gaps, and cattle guards, whether existing at the inception of this Lease or constructed during the term of this Lease.
- 4.4. Fencing Maintenance: Normal maintenance of fencing shall include but is not limited to: replacement of missing staples, clips, and tie wire and broken wire, re-stretching of wire, replacement of missing or broken posts, stays, and boards, repair/maintenance of gates, working pens, maintenance/cleaning out of cattle guards and maintenance/repair of water gaps.

- 4.5. Inspection and Maintenance: It shall be the Lessee's responsibility to ensure that existing perimeter and cross fences are in such a state of repair, prior to the introduction of livestock, as to restrain grazing livestock to the leased property and to the scheduled grazing compartments. Also, the Lessee shall assure that any cattle guards are maintained to keep livestock contained.
- 4.6. Feeding and Watering Improvements: Feeding and watering improvements refer to any of the following: windmills, solar panels, water pumps and motors, control boxes, wells, water and feed troughs and tubs, storage tanks, waterlines, plumbing pipes and fixtures and electrical wiring and fixtures supplying these improvements, whether existing at the inception of this Lease or constructed during the term of this Lease. All of the above shall be maintained in good operating condition at the expense of the Lessee. The Lessee will perform routine maintenance on each windmill a minimum of twice per year. This routine maintenance will include, but is not limited to, checking oil levels and refilling or changing as necessary, monitoring checks and valves, tightening of all bolts and nuts, and performing any other needed service. No watering facility will remain in non-operating condition for more than twenty (20) days.
- 4.7. Water Wells: The Lessee shall be responsible for the maintenance and proper operation of twenty-nine (29) water wells. The twenty-nine (29) water wells shall not remain in a non-operating condition for more than twenty (20) calendar days. All other water wells will be maintained by Lessor.
- 4.8. All Costs: All work performed, and all materials, supplies, parts, components, equipment, or tools used, applied, or installed shall be supplied by the Lessee at his expense and shall be of high quality and good workmanship. Lessor reserves the right to inspect and to accept or reject any work performed under the terms of this Lease. For solar wells, the Lessor shall pay the part costs for the complete replacement of solar pumps, motors, and control boxes only.
- 4.9. Property Damages – Not Caused by Lessee: Pastures and improvements that are destroyed by fire, windstorm, or man-made events beyond the control of the Lessee and his representatives, or that are destroyed by the operations of the Lessor, will be replaced by the Lessor, at the Lessor's expense and option.
- 4.10. Property Damages – Caused by Lessee: Pastures and improvements, and any other property of the Lessor, that is damaged or destroyed by actions, inactions, or operations of the Lessee or his representative, shall be repaired or replaced by the Lessee at his expense, and subject to acceptance by the Lessor.

## **5. ACCESS TO THE LEASED AREA**

- 5.1. Lessee and Lessee's employees shall have access to only that portion of the Area included in this Lease, and only for the purpose of conducting the grazing operations authorized herein.
- 5.2. Lessee shall not have the use of any buildings, equipment, or materials owned by Lessor, except with the written consent of the Area Manager.
- 5.3. Neither the Lessee nor any employee or agent of Lessee shall reside on the Area.
- 5.4. Neither the Lessee, nor any employee, agent, or invitee of the Lessee shall be permitted to carry firearms on the Area, nor shall they hunt or fish thereon, except as the Area Manager may permit, in connection with a program giving similar access to the public.
- 5.5. Lessor reserves the right to enter upon the Area at any time for any purpose as may be deemed reasonably necessary by Lessor.

- 5.6. Lessor reserves the right to allow public hunting and other public use activities such as field trials, tours, camping, bird watching, hiking, or other such activities usually enjoyed by the public on the Area at any time necessary or desirable.
- 5.7. Lessor reserves the right to conduct prescribed burn activities on any and all portions of the Area, including those pastures leased herein. These activities may include the dozing or disking of fire lanes through pastures, the rotation of stock into or out of certain pastures at certain times, and the actual burning of certain blocks. It is Lessor's intention that these activities do not reduce the pasture available to the Lessee. However, any reduction in available pasture will be administered as provided herein.
- 5.8. List of available pastures: Only 27,720 acres will be included in this lease contract. Refer to *Attachment B* for maps of the grazing pastures by name and acreage located at Matador WMA.
- 5.9. Lessor reserves the right to carry on any and all types of work, study, maintenance, research, or any other activity, as may be deemed necessary or desirable by Lessor.

## **6. CARE OF STATE PROPERTY**

- 6.1. Lessee agrees to commit no waste on the Area and further agrees to repair or replace any Lessor property that is injured or damaged by the Lessee or by the Lessee's representative, agent, or livestock.
- 6.2. Litter shall be removed from the Area or be disposed of only in areas designated by the Area Manager.
- 6.3. Lessee may not remove any property, soils, plants, cultural resources, fish or wildlife, from the Area except as normally allowed to the general public.
- 6.4. All travel, to and from the lease sites, shall be on designated roads or on routes and by vehicle type and means outlined and approved by the Area Manager.
- 6.5. Vehicles with catalytic converters will park only on roads and hard areas. Vehicles fitted with catalytic converters are prohibited from parking on grassy areas.
- 6.6. Displays or advertisements of commercial products will not be placed on leased lands.
- 6.7. Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. Lessee shall obtain the approval of the Area Manager prior to commencing any soil excavation or any other activity that could expose or endanger any cultural artifacts. Upon the discovery of any cultural artifacts, Lessee shall immediately notify the Area Manager of the discovery and cease all activities in the area surrounding the artifacts until receiving permission to proceed from the Area Manager.
- 6.8. The use of herbicides and/or poisons will not be permitted except as approved by the Area Manager. The use of herbicides and/or poisons, if permitted, will comply with all state and federal regulations regarding their use and disposal of containers.
- 6.9. The Lessee shall not burn any pasture, field margin, or field, etc. except as authorized in writing by the Area Manager. In the event a wildfire occurs and is witnessed by Lessee, the Lessee shall attempt to contain and suppress the fire and shall inform the Area staff as soon as possible.

## **7. PAYMENTS TO LESSOR**

- 7.1. Deposit: Lessee submitted a deposit in the amount of \$\_\_\_\_\_ as part of the bid package. This deposit is equal to 10% of the cost per AUM bid by Lessee, multiplied by 484 AU's per month, multiplied by the number of months during the grazing periods for the initial term of this Lease (AUM bid x 484 AU x 11 months x 10%). This deposit will be held by Lessor as a lease deposit to be refunded at the end of the lease. Deposit refund is contingent upon property/facilities being left in good condition. If repairs are necessary, the deposit will be held until such time as repairs are made by the Lessee.
- 7.2. Lease Payments: Separate Lease payments shall be made for each grazing period during the term of this Lease according to the schedule provided herein. The amount of each payment shall be equal to the price per animal unit bid by Lessee, multiplied by the AU stocking rate, determined by the Area Manager as provided herein, multiplied by the number of months in the grazing period. Lessee will confirm with the Area Manager the amount due prior to each payment due date. Each check shall be made out to "**TPWD / Matador WMA Grazing**", shall include the contract number, and shall be accompanied by a cover letter indicating the check is payment for a grazing lease at the Matador Wildlife Management Area. The check and cover letter shall be addressed to: Texas Parks and Wildlife Department, Attn: CASHIER; 4200 Smith School Road; Austin TX 78744.
- 7.3. Payment Schedule – Initial Term:
- 7.3.1. On effective date of contract, for period ending August 31, 2022.
- 7.4. Payment Schedule – Renewal Terms:
- 7.4.1. On or before September 1, 2022, for period ending August 31, 2023.  
7.4.2. On or before September 1, 2023, for period ending August 31, 2024.  
7.4.3. On or before September 1, 2024, for period ending August 31, 2025.  
7.4.4. On or before September 1, 2025, for period ending August 31, 2026.  
7.4.5. On or before September 1, 2026, for period ending August 31, 2027.  
7.4.6. On or before September 1, 2027, for period ending August 31, 2028.  
7.4.7. On or before September 1, 2028, for period ending August 31, 2029.  
7.4.8. On or before September 1, 2029, for period ending August 31, 2030.  
7.4.9. On or before September 1, 2030, for period ending August 31, 2031.

## 8. TERMINATION

- 8.1. This Lease may be cancelled by Lessor, without penalty, either in whole or in part, if any subsequent law or regulations prohibit Lessor from continuing its performance under any term of this Lease.
- 8.2. This Lease may be terminated by Lessor if Lessee violates any provision herein and fails to cure or correct the violation within thirty (30) days after receipt of written notification thereof by Lessor.
- 8.3. Pastures and improvements shall be in as good or better condition at the end of the Lease as they are at the beginning, as determined by the Area Manager, and with consideration given to normal wear.
- 8.4. Removal of property. The last day for removal of Lessee's property from the Area is thirty (30) days following termination or cancellation date set forth by the termination notice.

## 9. INDEMNIFICATION

**The Lessee shall DEFEND, INDEMNIFY and HOLD HARMLESS, the State of Texas, its officers and employees, and Lessor, its officers, employees, directors, volunteers, agents and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses,**

expenses (including but not limited to attorneys fees and courts costs), fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind or nature, including but not limited to those related to personal or bodily injury, death and property damage, made upon Lessor, directly or indirectly arising out of, resulting from or related to the activities to be carried out pursuant to this Lease, including any acts or omissions of the Lessee or any officer, agent, director, representative, employee, consultant, representative, subcontractor or supplier of the Lessee in the execution or performance of this Lease. Lessee shall coordinate its defense with the Texas Attorney General as requested by Lessor.

**10. GENERAL PROVISIONS**

10.1. Notices: All notices required or permitted to be given hereunder, or given in regard to this Lease by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, facsimile transmission or e-mail, when delivered in person or the transmission or the e-mail is received at the address, facsimile number or e-mail address set forth hereinafter for the party to whom notice is given, or (ii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified. Any party may change its address, facsimile number or e-mail address for notices by giving five days advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses, facsimile numbers and e-mail addresses for notices hereunder are as follows:

**If to Lessor:** Chip Ruthven, Project Leader, Panhandle WMAs  
 Texas Parks & Wildlife Department  
 3036 FM 3256  
 Paducah, TX 79248  
 Telephone: 806-492-3405  
 Facsimile: 806-492-3230  
 E-mail: chip.ruthven@tpwd.texas.gov

**With a copy to:** Purchasing & Contracting  
 Texas Parks & Wildlife Department  
 4200 Smith School Road  
 Austin, Texas 78744  
 Phone 512-389-4723  
 Fax 512-389-4677  
 E-mail: purchasing@tpwd.texas.gov

**If to Lessee:** Contact: \_\_\_\_\_  
 Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

10.2. Insurance: Lessee shall procure and maintain during the entire period of their performance under this contract, the following minimum insurance:

| Type of Insurance            | Each Occurrence/Aggregate |
|------------------------------|---------------------------|
| Workers Compensation         | Statutory                 |
| Commercial General Liability | \$500,000 Aggregate       |

Prior to the commencement of the job and no later than ten (10) days following award, the Lessee shall furnish to TPWD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect.

**The certificate of insurance shall be sent to: Vanessa Contreras / Purchasing & Contracting, Texas Parks & Wildlife Department, 4200 Smith School Road, Austin, Texas 78744; or may be faxed to 512-389-4677, or e-mailed to [vanessa.contreras@tpwd.texas.gov](mailto:vanessa.contreras@tpwd.texas.gov).**

Note: Worker's Compensation is required for an "employer" (a person who employs one or more employees). If respondent has no employees, such insurance is not required. If respondent claims they have no employees, TPWD will require a statement to that fact.

10.3. U.S. Department of Homeland Security's E-Verify System:

10.3.1. By entering into this Contract, the Lessee certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

10.3.1.1. All persons employed to perform duties within Texas, during the term of the Contract; and

10.3.1.2. All persons (including representatives/subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

10.3.2. The Lessee shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attached to the Form I-9 for the three most recent hires that meet the criteria above, by the Lessee, and Lessee's representatives/subcontractors, as proof that this provision is being followed.

10.3.3. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Lessee shall also be responsibility for the costs of any re-solicitation that the state may undertake to replace the terminated Contract.

10.4. Applicable Law and Venue: This Lease shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree that in the event of any dispute concerning this Lease, venue for any cause of action arising out of, or having to do with, this Lease shall be, and is, in Travis County, Texas.

10.5. Partial Invalidity: If any provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.6. Modifications: Except as expressly provided herein, any alteration, change or modification hereof, in order to become effective, shall be made in writing and signed by all parties to this Lease. No act or omission of any employee or agent of either party shall alter, change or modify any of the provisions of this Lease.

10.7. Assignment: The Lessee shall not be entitled to assign this Lease, either in whole or in part or voluntarily or involuntarily by operation of law, without the prior written consent of Lessor, which consent may be withheld with or without cause. The Lessor shall be entitled to assign this Lease, either in whole or in part, as and when desired.

10.8. Section Headings: The section headings in this Lease are for convenience and reference only and in no way define or limit the scope or content of this Lease or in any way affect its provisions.



- 10.9. Waiver: No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same of any other provision. Either party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's express written consent to or approval of any subsequent act by the other party.
- 10.10. Authority: Each individual executing this Lease on behalf of Lessee and the Lessor represents and warrants that he/she is duly authorized to execute and delivery this Lease on behalf of Lessee and the Lessor, and that this Lease is binding upon Lessee and the Lessor in accordance with its terms.
- 10.11. Entire Lease: This Lease sets forth the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, member, agent, employee or representative of Lessee or Lessor. Nothing herein expressed or so implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Lease.
- 10.12. Effective Date: This Lease shall become effective and in full force only when duly and properly executed, authorized and delivered by the parties hereto.
- 10.13. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by TPWD and the Respondent to resolve all disputes arising under this contract. The Lessee shall comply with such rules, as revised from time to time.
- 10.14. Expiration of Contract. At the expiration and/or cancellation of this contract, the Lessee shall promptly and peaceably vacate the whole of said premises, remove all livestock, pens, sheds, and equipment belonging to Lessee and surrender possessions of said premises to the Lessor no later than the last day specified in this contract. In the event the contract is canceled by case prior to the expiration date, Lessee shall be permitted a period not to exceed thirty (30) days in which to move all livestock and other properties owned by Lessee from leased premises.

ATTACHMENTS:     Exhibit A – Lessee Bid Package  
                          Attachment A – Tentative Grazing Schedule  
                          Attachment B – Matador WMA Maps

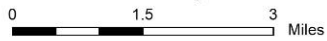
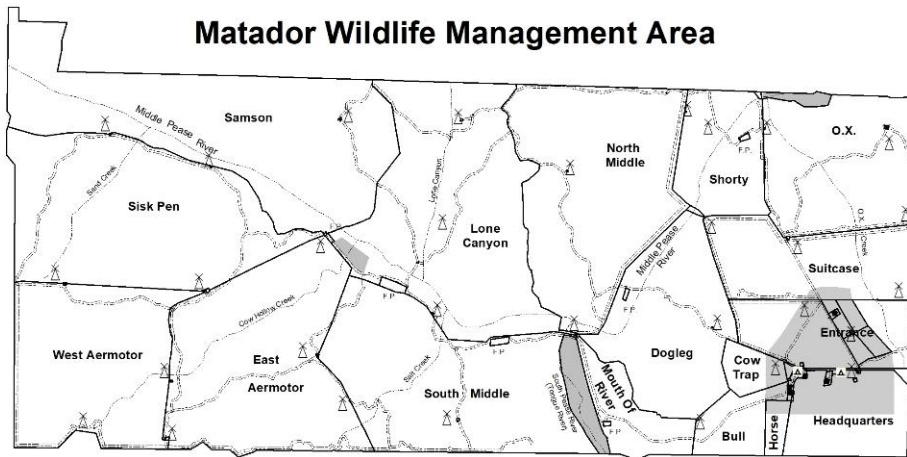
**ATTACHMENT A - TENTATIVE GRAZING SCHEDULE FOR MATADOR WMA**

Grazing Lease Period October 1, 2021 to August 31, 2022

Standard rotations will occur on 1 September and between 1 April and 1 May

| <b>PASTURE</b>     | <b>ACRES<br/>(approx.)</b> | <b>HERD</b>        | <b>GRAZING PERIOD</b> |
|--------------------|----------------------------|--------------------|-----------------------|
| Suitcase           | 1,245                      | East (150AU)       | ~3-7 months           |
| O.X.               | 1,741                      | East               | ~3-7 months           |
| Shorty             | 868                        | East               | ~1-2 months           |
| Dogleg             | 1,651                      | East               | ~3-7 months           |
| North Middle       | 2,686                      | Middle (135 AU)    | ~4-7 months           |
| South Middle       | 2,612                      | Middle             | ~4-7 months           |
| Lone Canyon        | 3,049                      | Middle             | ~4-7 months           |
| Samson             | 3,389                      | West (250 AU)      | ~4-7 months           |
| Sisk Pen           | 2,952                      | West               | ~4-7 months           |
| East Aermotor      | 2,689                      | West               | ~4-7 months           |
| West Aermotor      | 2,082                      | West               | ~4-6 months           |
| West Entrance      | 520                        | Patch Burn (11 AU) | Continuous            |
| Headquarters       | 830                        | Patch Burn (16 AU) | Continuous            |
| Bull/Horse         | 460                        | Bulls              | ~4-5 months           |
| Mouth of the River | 503                        | Bulls              | ~4-5 months           |

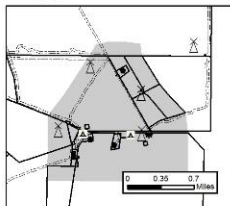
# ATTACHMENT B – MATADOR WMA MAPS



| Legend |                  |
|--------|------------------|
| •      | Office           |
| ▲      | Campground       |
| ●      | Residence        |
| ■      | Shop             |
| ⊗      | Windmills        |
| —      | Fences           |
| —      | Public Roads     |
| —      | Rivers & Creeks  |
| ■      | Restricted Areas |
| □      | F.P. (Foodplots) |

This map is for reference only. TPWD makes no representations or warranties regarding the accuracy or the completeness of the information depicted on this map or its suitability to any particular use.

### Campgrounds and Buildings



**ATTENTION HUNTERS**  
No Hunting in Restricted Area